

STATE OF SOUTH CAROLINA)
COUNTY OF DARLINGTON)
CITY OF HARTSVILLE)

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of October, 2023, by and between, **THE CITY OF HARTSVILLE**, as OWNER of the property mentioned below and, **THE HARTSVILLE RESCUE SQUAD, INC.**, as LESSEE.

1. The **OWNER** agrees to lease the property at 305 Marlboro Avenue, Hartsville, SC 29550 (corner of Marlboro Avenue and Seventh Street) in the City of Hartsville to the **LESSEE**.
2. This lease shall run for a term of one (1) year from the 1st day of October, 2023 to the 30th day of September, 2024.
3. Either party may terminate this agreement at any time by giving the other party sixty (60) days advance notice in writing of their intention to do so.
4. The **LESSEE** agrees to pay the sum of One Dollar (\$1.00) annually as rent for the said property, payable on the first day of term of agreement, beginning on the 1st day of October, 2023. All payments should be made payable to the City of Hartsville and delivered to the office of the City Chief Financial Officer during City Hall's regular business hours.
5. **LESSEE** shall be solely responsible for the maintenance of the grounds and yards of the leased premises, and all exterior vegetation pursuant to the provisions of the International Property Maintenance Code adopted by the City of Hartsville.
6. **LESSEE** shall be solely responsible for all maintenance and repairs required to maintain property pursuant to the provisions of the existing International Building Code adopted by the City.
7. **LESSEE** shall be solely responsible for any damages done on the premises by **LESSEE**, **LESSEE**'s agents, invitees, assigns, subcontractors, employees, or anyone else and **LESSEE** shall, at its own expense, make any repairs of such damages.
8. The **OWNER** shall not be responsible to the **LESSEE** for any damages which may be caused by water, sleet, snow or for any other damages whatsoever in any manner caused by the occupancy of the premises.
9. No improvements or attachments shall be placed upon said leasehold property without prior written approval of the **OWNER** and any and all improvements constructed upon and attached to the said leasehold property by the **LESSEE** shall become exclusively owned the **OWNER**.
10. **LESSEE** shall be responsible for obtaining its own User's and Occupancy liability/property insurance, with the City of Hartsville listed as additional insured and certificate holder, for all of its personal property and equipment it may carry upon and use on the leasehold premises. Under no circumstance shall the **OWNER** be responsible for any damage/loss to **LESSEE**'S said personal property and equipment for any reason during its occupancy of the leasehold property.
11. The **OWNER** guarantees the peaceful occupation and enjoyment of the premises to the **LESSEE** during the term provided; however, the **OWNER** or its authorized agent shall have the right to enter the premises hereby leased at any time it sees fit for the purpose of viewing the premises to see that no waste or damage is being committed and the **OWNER** shall also have the right and privilege, in the event that the leased premises are for sale, to enter the premises and show the premises to prospective purchasers.

12. The **OWNER** will call the **LESSEE** before entering the premises, but will retain the right to enter if determined necessary if the **LESSEE** is not available to give permission.

13. This lease is not assignable, and the **LESSEE** shall not sublet the premises or any part without written consent of the **OWNER**.

14. This agreement is entered between the parties of their own free will and accord, for good and valuable consideration which is hereby acknowledged, and is binding upon their heirs and assigns.

15. If at any time the **LESSEE** ceases to use the property for rescue squad activities, the lease shall be terminated.

IN WITNESS WHEREOF, the parties have hereto signed and sealed this Agreement by the respective parties authorized to execute the same this _____ day of _____, 2023.

HARTSVILLE RESCUE SQUAD, INC.

CITY OF HARTSVILLE

By _____
Nita Coleman, CEO
305 Marlboro Avenue, Hartsville, SC 29550
843-861-7568
Nita.coleman@hartsvillerescue.org

By _____
Daniel P. Moore, City Manager
PO Drawer 2497, Hartsville, SC 29551
843.339.2867
daniel.moore@hartsvillesc.gov

Witness: _____

Witness: _____

Witness: _____

ATTEST: _____
Andrea D. Crenshaw, City Clerk
city.clerk@hartsvillesc.gov

{Seal}